

## U.S. Department of Justice

Washington, DC 20530

**Exhibit A to Registration Statement****Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .22 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

## 1. Name of Registrant

Blaze Partners, LLC

## 2. Registration Number

6818

## 3. Primary Address of Registrant

106 Lafayette St, Ste 1B, Yarmouth, ME 04096

## 4. Name of Foreign Principal

H.Q. Energy Services (U.S.), Inc.

## 5. Address of Foreign Principal

251 Little Falls Dr  
Wilmington, DE 19808

## 6. Country/Region Represented

CANADA

## 7. Indicate whether the foreign principal is one of the following:

☐ Government of a foreign country<sup>1</sup>☐ Foreign political party☒ Foreign or domestic organization: If either, check one of the following:☐ Partnership☐ Committee☒ Corporation☐ Voluntary group☐ Association☐ Other (*specify*) N/A☐ Individual-State nationality N/A

## 8. If the foreign principal is a foreign government, state:

a) Branch or agency represented by the registrant

N/A

b) Name and title of official with whom registrant engages

N/A

<sup>1</sup> "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

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9. If the foreign principal is a foreign political party, state:

- a) Name and title of official with whom registrant engages  
N/A
- b) Aim, mission or objective of foreign political party  
N/A

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10. If the foreign principal is not a foreign government or a foreign political party:

- a) State the nature of the business or activity of this foreign principal.

H.Q. Energy Services (U.S.), Inc. is a U.S. subsidiary of Montreal (Canada)-based, Hydro Quebec. Hydro Quebec is a hydro-power generation and transmission company that sells its power to neighboring Canadian provinces and the United States. Hydro Quebec is considered a "Crown Corporation" in that the Government of Quebec is the sole shareholder.

- b) Is this foreign principal:

Supervised by a foreign government, foreign political party, or other foreign principal	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Owned by a foreign government, foreign political party, or other foreign principal	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Directed by a foreign government, foreign political party, or other foreign principal	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Controlled by a foreign government, foreign political party, or other foreign principal	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Financed by a foreign government, foreign political party, or other foreign principal	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Subsidized in part by a foreign government, foreign political party, or other foreign principal	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>

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11. Explain fully all items answered "Yes" in Item 10(b).

See Appendix 11 for response.

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12. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

N/A

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**EXECUTION**

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit A to Registration Statement, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

04/27/2020James Hauptman/s/James Hauptman

OMB No. 1124-0001; Expires May 31, 2020

U.S. Department of Justice

Washington, DC 20530

**Registration Statement**

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In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Registration Statement, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

4/27/20

James Hauptman

*James Hauptman*

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## Response to Item 11

Question 11: Explain fully all items answered "Yes" in Item 10(b)

Item 10(b)(1): Hydro Quebec is considered a "Crown Corporation" in that the Government of Quebec is the sole shareholder. In our work for H.Q. Energy Services (U.S.), Inc, we've have absolutely no interactions with anyone from the provincial Quebec government. Our work is supervised exclusively by employees of Hydro Quebec.

Item 10(b)(2): Hydro Quebec is considered a "Crown Corporation" in that the Government of Quebec is the sole shareholder. In our work for H.Q. Energy Services (U.S.), Inc, we've have absolutely no interactions with anyone from the provincial Quebec government. Our work is supervised exclusively by employees of Hydro Quebec.

Item 10(b)(3): Hydro Quebec is considered a "Crown Corporation" in that the Government of Quebec is the sole shareholder. In our work for H.Q. Energy Services (U.S.), Inc, we've have absolutely no interactions with anyone from the provincial Quebec government. Our work is supervised exclusively by employees of Hydro Quebec.

Item 10(b)(4): Hydro Quebec is considered a "Crown Corporation" in that the Government of Quebec is the sole shareholder. In our work for H.Q. Energy Services (U.S.), Inc, we've have absolutely no interactions with anyone from the provincial Quebec government. Our work is supervised exclusively by employees of Hydro Quebec.

Item 10(b)(5): Hydro Quebec is considered a "Crown Corporation" in that the Government of Quebec is the sole shareholder. In our work for H.Q. Energy Services (U.S.), Inc, we've have absolutely no interactions with anyone from the provincial Quebec government. Our work is supervised exclusively by employees of Hydro Quebec.

Item 10(b)(6): Hydro Quebec is considered a "Crown Corporation" in that the Government of Quebec is the sole shareholder. In our work for H.Q. Energy Services (U.S.), Inc, we've have absolutely no interactions with anyone from the provincial Quebec government. Our work is supervised exclusively by employees of Hydro Quebec.



U.S. Department of Justice

Washington, DC 20530

**Exhibit B to Registration Statement****Pursuant to the Foreign Agents Registration Act of 1938, as amended**

**INSTRUCTIONS.** A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <https://www.fara.gov>.

**Privacy Act Statement.** The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

**Public Reporting Burden.** Public reporting burden for this collection of information is estimated to average .32 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant  
Blaze Partners, LLC

2. Registration Number  
6818

3. Name of Foreign Principal  
H.Q. Energy Services (U.S.), Inc.

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. What is the date of the contract or agreement with the foreign principal? 12/13/2019
8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Blaze Partners has been retained by H.Q. Energy Services (U.S.), Inc, a subsidiary of Montreal (Canada) - based, Hydro Quebec, to provide strategic advice, digital media planning/buying and public relations services in support of a citizen referendum initiative in Maine that would allow for the transmission of hydro-power from Quebec to supply the New England energy grid. Blaze Partners provides regular and ongoing counsel on strategies that will allow for a positive outcome on this ballot question when it comes to vote in November 2020.

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9. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

- + Conduct research to gauge the public opinion on this referendum question;
- + Review research finds and recommend strategies to educate and inform Maine voters;
- + Review proposed messaging and advertising campaigns created by Hydro Quebec;
- + Consult of PR strategies and tactics, for example, introductions to editors and Maine business leaders;
- + Planning and buying of social media (Facebook) posts;
- + Report of efficacy of social media marketing and general campaign efforts.

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10. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act<sup>1</sup>.

Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose. The response must include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation or dissemination of informational materials.

See Appendix 10 for response.

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11. Prior to the date of registration<sup>2</sup> for this foreign principal did the registrant engage in any registrable activities, such as political activities, for this foreign principal?

Yes ☒ No ☐

If yes, describe in full detail all such activities. The response should include, among other things, the relations, interests, and policies sought to be influenced and the means employed to achieve this purpose. If the registrant arranged, sponsored, or delivered speeches, lectures, social media, internet postings, or media broadcasts, give details as to dates, places of delivery, names of speakers, and subject matter. The response must also include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Set forth below a general description of the registrant's activities.

See Appendix 11 for response.

Set forth below in the required detail the registrant's political activities.

Date	Contact	Method	Purpose
No Political Activity Contacts to Report			

12. During the period beginning 60 days prior to the obligation to register<sup>3</sup> for this foreign principal, did the registrant receive from the foreign principal any contribution, income, money, or thing of value either as compensation on, or for disbursement, or otherwise?

Yes ☒ No ☐

If yes, set forth below in the required detail an account of such monies or things of value.

Date Received	From Whom	Purpose	Amount/Thing of Value
See Appendix 12 for response			

13. During the period beginning 60 days prior to the obligation to register<sup>4</sup> for this foreign principal, did the registrant spend or disburse any money in furtherance of or in connection with its activities on behalf of the foreign principal?

Yes ☒ No ☐

If yes, set forth below in the required detail and separately an account of such monies, including monies transmitted, if any.

Date	To Whom	Purpose	Amount
12/20/2019	Philbrook PR	Public Relations Strategy	\$2,000.00
02/28/2020	Philbrook PR	Public Relations Strategy	\$2,200.00
03/10/2020	Philbrook PR	Public Relations Strategy + Travel Expenses	\$6,428.46
04/05/2020	Philbrook PR	Public Relations Strategy	\$5,000.00

<sup>1</sup> "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

<sup>2,3,4</sup> Pursuant to Section 2(a) of the Act, an agent must register within ten days of becoming an agent, and before acting as such.



**EXECUTION**

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to Registration Statement, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

04/27/2020James Hauptman/s/James Hauptman

OMB No. 1124-0001; Expires May 31, 2020

U.S. Department of Justice

Washington, DC 20530

**Registration Statement**

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Registration Statement, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

4/27/20

James Hauptman

*James Hauptman*

## Response to Item 10

Question 10: Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act. If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose. The response must include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation or dissemination of informational materials

Central Maine Power Company (CMP) submitted permit applications with the Maine Department of Environmental Protection (MDEP) for construction of the New England Clean Energy Connect (NECEC), an electric transmission line from the border with Quebec in Beattie Township to a new converter station in Lewiston, Maine. Approximately 73% of the 147-mile transmission line will be built within CMP's existing transmission corridor. The remainder of the line will be built in an undeveloped corridor owned by CMP through working forestland in western Somerset and Franklin counties. The power to be transmitted through the corridor would be supplied by the Canadian hydro-power company, Hydro Quebec.

There has been considerable opposition to the project from environmentalists concerned with the impact the transmission corridor will have on wildlife and the scenic vistas. So much so, in fact, that despite the project winning approvals from a number of government regulatory entities (MDEP, Maine Public Utilities Commission, etc.), a signature-gathering campaign has forced Maine voters to determine the fate of the project via a referendum question on the ballot this fall.

As the supplier of the hydro-power, and for obvious financial reasons, Hydro Quebec would like to see this project go forward. The company engaged Blaze to help better understand the mindset of Maine voters and to provide guidance on advertising and marketing tactics to inform and educate on the merits of hydro-power as a clean energy alternative. Blaze will assist Hydro Quebec in identifying business leaders with whom they may meet to discuss the project, as well as social media campaigns to share facts with Maine voters.

## Response to Item 11

Question 11: Prior to the date of registration for this foreign principal did the registrant engage in any registrable activities, such as political activities, for this foreign principal? If yes, describe in full detail all such activities. The response should include, among other things, the relations, interests, and policies sought to be influenced and the means employed to achieve this purpose. If the registrant arranged, sponsored, or delivered speeches, lectures, social media, internet postings, or media broadcasts, give details as to dates, places of delivery, names of speakers, and subject matter. The response must also include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials

Blaze Partners has been working on behalf of H.Q. Energy Services (U.S.), Inc. since December 2019. Our initial work included research and consulting on a marketing and public relations plan. Beginning in January 2020, Blaze reviewed advertising work created by Hydro Quebec for appropriateness of messaging -- given the research findings -- and provided recommendations on tactics to best educate and inform Maine voters on the benefits of hydro-power. We also helped in developing lists of key media contacts and influencers in the Maine business community. These names were provided to Hydro Quebec for their follow-up. These activities have been ongoing since that time and have focused, almost exclusively, on the benefits of hydro-power as a clean energy alternative.



## Response to Item 12

Question 12: During the period beginning 60 days prior to the obligation to register this foreign principal, did the registrant receive from the foreign principal any contribution, income, money, or thing of value either as compensation on, or for disbursement, or otherwise? If yes, set forth below in the required detail an account of such monies or things of value

<b>Date Received</b>	<b>From Whom</b>	<b>Purpose</b>	<b>Amount/Thing of Value</b>
01/25/2020	H.Q. Energy Services (U.S.), Inc.	Campaign Consulting	\$18,110.65
01/25/2020	H.Q. Energy Services (U.S.), Inc.	Campaign Consulting	\$17,012.50
01/28/2020	H.Q. Energy Services (U.S.), Inc.	Campaign Consulting	\$13,800.00
02/14/2020	H.Q. Energy Services (U.S.), Inc.	Campaign Consulting	\$16,733.12
03/17/2020	H.Q. Energy Services (U.S.), Inc.	Campaign Consulting	\$19,964.71
04/17/2020	H.Q. Energy Services (U.S.), Inc.	Campaign Consulting	\$24,819.50



## CONTRACT AWARD NOTICE



**CONSULTING SERVICES / BLAZE PARTNERS LLC.**

**BETWEEN :** **H.Q. ENERGY SERVICES (U.S.) INC.**, whose head office is located at 251 LITTLE FALLS DRIVE, Wilmington, Delaware, United States, 19808, represented by Serge Abergel, duly authorized for the purpose of this contract,

Hereinafter the « Client »;

**AND :** **BLAZE PARTNERS LLC.**, whose head office is located at 106, LAFAYETTE STREET, suite 1B, Yermouth, Maine, United States, 04096, represented by Jim Hauptman, duly authorized for the purpose of this contract,

hereinafter the "**Consultant**";

"Client" and "Consultant" are individually a "Party" and collectively the "Parties".

**WHEREAS** the Client is a company carrying out energy transactions in the United States;

**WHEREAS** the Client needs professional services for the realization of his business activities;

**WHEREAS** the Consultant has the resources, facilities, equipment, financial capabilities, expertise and know-how to perform the work and / or services to the contract;

**THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

**1. SERVICES**

The services to be provided by the supplier are governed by both the general clauses (Appendix A) and the special clauses (Appendix B) of this document.

**2. CONTRACTUAL PRICES**

The maximum amount authorized pursuant to the realization of this contract is of US\$300 000, excluding taxes and options. This amount is subject to the conditions set out in this contract.

The hourly average team rate for all of the Consultant's services to be provided in the contract is set at one hundred and seventy-five dollars (\$175) (the "hourly average team rate"), excluding applicable taxes, this amount not being subject to adjustment except if expressly provided in this contract.



### 3. CONTRACT DURATION

The contract is effective as of December 13<sup>th</sup>, 2019 and will expire on December 31<sup>st</sup>, 2020, or on any other date agreed by the Parties, subject to the terms and conditions set out in this contract.

### 4. CONTRACTUAL PROVISIONS

For the purposes of this contract, "Hydro-Québec" must be understood as "Hydro-Québec for itself and / or on behalf of one of its subsidiaries including the Client".

As such, the Client is replacing Hydro-Québec in the pursuit of the realization of this mandate. Therefore, the terms and conditions negotiated beforehand between the Consultant and Hydro-Québec here apply fully, as set in appendices A and B.

### 5. CONTRACT ADMINISTRATION

In accordance with the Special Clause 13, all communication related to invoicing shall be addressed to the Client as follow:

**a) H.Q. Energy Services (U.S.) Inc.**

Care of: Louise Brouillette  
225, Asylum Street, 27<sup>th</sup> Floor Goodwin Square  
Hartford, CT 06103-1534

**AND**

**b) Hydro-Québec**

Care of : Serge Abergel  
75, René-Lévesque West Blv., 19th Floor  
Montreal, Quebec H2Z 1A4

### 6. INVOICE FOR SERVICES PROVIDED

In addition to the provisions relative to the Remuneration, the Consultant shall send an invoice for all services provided to the Client prior to the signature of the present contract, all in accordance with Special Clause 13.

**IN WITNESS WHEREOF, THE PARTIES HAVE SIGNED THIS AGREEMENT THIS 18<sup>th</sup> DAY OF DECEMBER 2019.**

#### THE CLIENT

**DC8840**

Signature numérique de  
DC8840  
Date : 2019.12.20  
14:54:39 -05'00'

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Serge Abergel, H.Q. ENERGY SERVICES (U.S.) INC.





## THE CONSULTANT

James  
Hauptman

Digitally signed by James  
Hauptman  
Date: 2020.01.10  
16:05:37 -05'00'

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Jim Hauptman, Partner, Blaze Partners LLC.



## **APPENDIX A**

### **GENERAL CLAUSES**

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**GENERAL CONDITIONS – PROFESSIONAL SERVICES OVER \$100,000**

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**1 DEFINITIONS**

In this contract, unless the context suggests a different meaning, the applicable definitions are set out in the glossary at [http://www.hydroquebec.com/soumissionnez/doc\\_ref.html](http://www.hydroquebec.com/soumissionnez/doc_ref.html). The supplier is deemed to have read all the definitions in this glossary, which is an integral part of the contract.

**2 GENERAL PROVISIONS****2.1 INTERPRETATION OF THE CONTRACT****2.1.1 Meaning of expressions**

“Must” and “will” and other similar expressions used in this contract mean that the supplier is required to fulfill the obligation at its own expense, with no right to additional payment, and that the associated costs are included in the contract price.

**2.1.2 Precedence of documents**

All of the contract documents complement each other, and anything appearing in any of these documents forms an integral part of the contract.

In the event of ambiguity or contradiction between the various contract documents, they will take the following order of precedence:

- Notice of award issued to the supplier, if it modifies the bid or the request for proposals document
- Special conditions
- General conditions of Hydro-Québec regarding professional services contract or conditions regarding engineering professional services contract
- Conditions regarding professional services (field and fees)
- Special technical conditions or technical specifications
- Bid for tenders documents
- Bid of supplier regarding the services
- Confidentiality agreement
- Three way agreement

**GENERAL CONDITIONS – PROFESSIONAL SERVICES OVER \$100,000**

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**2.2 TRANSFER OF THE CONTRACT OR DEBTS****2.2.1 Transfer of the contract**

The supplier may not transfer the contract without the prior written consent of the Hydro-Québec representative. All costs incurred by Hydro-Québec respecting the transfer will be billed to the supplier.

**2.2.1 Transfer of debts**

The supplier may not transfer any debt arising from the performance of the contract without the prior written consent of Hydro-Québec. Hydro-Québec reserves the right, at any time, even when authorization has been given or notice of such a transfer has been served, to offset any debt owed to it by the supplier, subject to any other recourse. All costs incurred by Hydro-Québec respecting the transfer will be billed to the supplier.

**2.3 STANDARDS**

The term ‘standards’ in the contract refers to the standards in force on the bid opening date, with the exception of the standards described in the clause COMPLIANCE WITH LAWS, REGULATIONS, AND OTHER APPLICABLE PROVISIONS, which may be modified during the performance of the contract. In the event of ambiguity or contradiction between the contract and such standards, the document with the more stringent requirements will take precedence.

**2.4 ADVERTISING AND REQUESTS FOR INFORMATION**

Any advertising planned by or for the supplier in relation to the contract shall be submitted to the Hydro-Québec representative for written approval. This stipulation shall apply to all types of advertising such as signs and billboards, and to all print and electronic media.

The supplier may not use Hydro-Québec’s name, image, logo, or trademark for any purpose whatsoever without Hydro-Québec’s prior written approval.

Any request for information about the contract or services from any print or electronic media or any other person must be forwarded to the Hydro-Québec representative.



**GENERAL CONDITIONS – PROFESSIONAL SERVICES OVER \$100,000**

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**2.5 CONTRACT JURISDICTION AND APPLICABLE LAW**

The contract comes into effect in Montréal on the date on which Hydro-Québec issues the order, or the blanket contract, as the case may be, and it is governed by applicable laws in Québec.

The supplier is deemed to have received the order, or the blanket contract, as the case may be, in Montréal on the date on which it was issued.

Without limiting the generality of other contract provisions, any subcontracts entered into by the supplier are subject to the provisions of this clause CONTRACT JURISDICTION AND APPLICABLE LAW.

**2.6 REPRESENTATIVES OF THE PARTIES AND COMMUNICATIONS**

Each party must have a representative authorized to act on its behalf. Each party must inform the other in writing of the name of its respective representative and, if applicable, of his or her replacement.

All communication between Hydro-Québec and the supplier regarding the contract must be in writing and addressed to the representative of the other party.

**2.7 CONFIDENTIALITY**

All information conveyed by one party to the other or obtained in the performance of the contract, all the work carried out, and all data resulting therefrom constitutes confidential information, unless such information has already been made public.

The parties undertake to keep such information confidential, not to disclose it, and to take all necessary measures to protect the confidentiality thereof.

Access to such information must be on an as-needed basis. No confidential information provided by Hydro-Québec or collected by the supplier in the performance of the contract may be disclosed to a third party unless expressly authorized by Hydro-Québec.

**2.8 LANGUAGE OF WORK AND COMMUNICATIONS**

French is the language of work. All written and verbal communication relating to the contract must be in French. All documents, including drawings, meeting minutes, and reports submitted by the supplier to Hydro-Québec must be in French.

**GENERAL CONDITIONS – PROFESSIONAL SERVICES OVER \$100,000**

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**2.9 CALCULATION OF DEADLINES**

Unless otherwise provided in the contract, deadlines will be calculated as follows:

- The first day will not be counted, but the last day will be counted.
- Saturdays, Sundays, and legal holidays will be counted, but if the last day falls on a Saturday, Sunday, or legal holiday, the deadline will be extended to the next business day.

**2.10 NOTICE OF DEFAULT**

When the contract specifies a deadline for fulfilling an obligation, the mere passage of time will constitute notice of default.

**2.11 SUPPLIER CODE OF CONDUCT**

The supplier must comply with the principles of the Hydro-Québec Supplier Code of Conduct, available at [www.hydroquebec.com/soumissionnez/code-conduite.html](http://www.hydroquebec.com/soumissionnez/code-conduite.html). The supplier confirms that it has read the code and understood the implications thereof. The supplier must take the necessary measures to comply with the terms of the code and ensure that its subcontractors do likewise.

**2.12 CONFLICT OF INTEREST**

The supplier undertakes to avoid any actual or perceived conflict of interest and any situation likely to create a conflict of interest.

The supplier must notify Hydro-Québec of any change in situation that could lead to an actual or perceived conflict of interest, in accordance with the mandatory declaration of real or perceived conflict of interest signed by the supplier. Hydro-Québec reserves the right to terminate this contract upon receipt of such notice.

**2.13 IT COMPATIBILITY**

When computer systems or software are used for the purposes of the contract, the supplier is responsible for transferring, in the format required by Hydro-Québec, any computer data devised and used under the contract. The supplier must ensure that the media and formats used are compatible with Hydro-Québec's computer systems and software and can accommodate the volume of data to be transmitted. The computer data used must be sent to Hydro-Québec at the end of the contract.



**GENERAL CONDITIONS – PROFESSIONAL SERVICES OVER \$100,000**

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**3 MANAGEMENT OF THE SERVICES — SUBCONTRACTING****3.1 SCOPE OF THE CONTRACT**

In the context of this contract, the supplier shall carry out all of the services that form the subject of the contract.

**3.2 SUBCONTRACTOR SELECTION**

When subcontracting is permitted by Hydro-Québec, the supplier shall subject all subcontracts to the provisions of this contract.

The supplier must select subcontractors having their principal place of business in Québec or an area specified under applicable agreements and, where applicable, an establishment in the Québec administrative region indicated in the notice to prospective bidders, unless the supplier can prove to Hydro-Québec that there are no subcontractors in the specialty concerned that satisfy the aforementioned criteria or that it cannot obtain reasonable prices from such subcontractors.

The supplier must replace any proposed subcontractor that does not meet the above requirements. Such a replacement will not result in any change to the contract price or deadlines set out in the contract.

**3.3 CHAPITRE V.2 – ACT RESPECTING CONTRACTING BY PUBLIC BODIES (CRSQ C C-65.1)**

For all subcontracts subject to this Act, the supplier must comply with the provisions of Chapter II of the Act for the duration of the subcontract.

**3.4 LIST OF SELECTED SUBCONTRACTORS**

Before starting the work, the supplier must also provide the Hydro-Québec representative with a written list containing the following information for each subcontract entered into:

- Name and address of the subcontractor;
- Amount and date of the subcontract.

If, after starting the work, the supplier enters into an agreement with another subcontractor in connection with the performance of this contract, the supplier must notify the Hydro-Québec representative thereof by providing an amended subcontractor list before the work assigned to the new subcontractor begins.

**GENERAL CONDITIONS – PROFESSIONAL SERVICES OVER \$100,000**

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**4 COMPLIANCE WITH LAWS, REGULATIONS, AND OTHER APPLICABLE PROVISIONS****4.1 LAWS AND REGULATIONS**

The supplier must comply with all federal, provincial, and municipal laws, bylaws, regulations, and orders applicable to the contract.

**4.2 PERMITS, CERTIFICATES, LICENSES, AND AUTHORIZATIONS**

The supplier must obtain, at its own expense, all permits, certificates, licenses, and authorizations and pay all fees required by laws, regulations, and orders for the performance of the contract.

Without limiting the generality of the foregoing, where a cause of ineligibility or prohibition against performing the contract or continuing to perform the contract applies to the supplier pursuant to the *Act respecting contracting by public bodies*, (CQLR., c. C-65.1) the supplier will be deemed to be in default under the contract, without notice thereof being necessary, and is liable to Hydro-Québec for all damages arising therefrom.

**4.3 ASSET SECURITY AND PERSONAL BACKGROUND CHECKS**

If the supplier is required to access Hydro-Québec assets to perform the contract, it agrees to comply with, and to ensure that its employees, representatives, and subcontractors comply with, all Hydro-Québec security instructions that have been brought to its attention.

For the purposes of this provision, an asset is property owned by or in the custody and use of Hydro-Québec, which may be corporeal, such as facilities, buildings, construction sites, rolling stock, equipment, and tools, or incorporeal, such as patents, copyrights, trademarks, and information.

Therefore, at Hydro-Québec's request, a personal reliability and integrity background check may be required at any time on any of the supplier's employees, representatives, or subcontractors, in connection with the performance of this contract. Hydro-Québec may, at its sole discretion, require the replacement of any of the supplier's employees, representatives, or subcontractors who do not pass a background check. In such a case, the supplier is solely liable for the costs, expenses, delays, and other consequences of such a replacement.

The supplier must notify the Hydro-Québec representative without delay of any incident, non-compliance, or other situation affecting security that may occur in connection with or in the course of fulfilling the obligations arising from this contract.

Should the supplier fail to comply with its obligations respecting the security and protection of assets, Hydro-Québec reserves the right to apply the measures provided for in the special conditions, if required.



**GENERAL CONDITIONS – PROFESSIONAL SERVICES OVER \$100,000**

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**5 PROPERTY AND DATA BELONGING TO HYDRO-QUÉBEC**

All results, products, reports, and documents resulting from services performed by the supplier become the property of Hydro-Québec as they are performed. However, the supplier shall assume custody and control thereof, and responsibility therefor, until final delivery of the work to Hydro-Québec.

The supplier shall transfer to Hydro-Québec all rights relating to the services and products, including in particular the copyright and the rights pursuant to legislation respecting industrial design, trademarks, and patents. The supplier also undertakes to take the required steps to protect those rights and ensure they are exercised. In addition, the supplier shall waive the moral rights or, as the case may be, shall ensure that anyone taking part in the work has waived his or her rights.

Data belonging to Hydro-Québec and data resulting from the performance of the services, whether compiled or not, shall remain the property of Hydro-Québec.

Any intellectual property belonging to the supplier before the signing of this contract remains the property of the supplier unless a written agreement to the contrary is made between the parties.

**6 HIRING A RETIRED HYDRO-QUÉBEC EMPLOYEE**

The supplier undertakes not to assign any retired Hydro-Québec employee to the contract if that person has been retired for less than (2) years.

However, upon written approval from Hydro-Québec, and in accordance with the terms and conditions set out below, the supplier may hire and assign a former Hydro-Québec employee who has been retired for less than (2) years if the following conditions are met:

- The retiree is not authorized to work on Hydro-Québec administrative premises.
- The number of hours billed to Hydro-Québec does not exceed 750 hours per year per person for all contracts.

Failing written approval from Hydro-Québec's designated representative, the services rendered by the employees referred to in this paragraph will not be remunerated.

Should it be necessary to derogate from these rules, the supplier must obtain prior written approval from Hydro-Québec. The approval must stipulate the terms and conditions of such derogation.

**7 SUPPLIER'S LIABILITY**

The supplier is fully liable to Hydro-Québec for the proper performance of the services stipulated in the contract according to good practice and assumes professional liability for them. The supplier will redo, at its own expense, any work that does not comply with the stipulations of the contract.



**GENERAL CONDITIONS – PROFESSIONAL SERVICES OVER \$100,000**

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**8 INDEMNIFICATION**

The supplier undertakes, at its own expense, to defend Hydro-Québec and its directors, officers, employees, agents, and assigns from and against third-party claims and lawsuits of any kind whatsoever arising from the contract or performance of the services and indemnify them in principal, interest, or indemnity provided for in the Civil Code of Québec, expert's fees and expenses of any other nature, and of any conviction against third parties.

**9 ENVIRONMENTAL PROTECTION**

The supplier must comply with all environmental protection laws and regulations applicable in Québec. The supplier is responsible for preventing any pollution or nuisance that may be caused by the products, services, or activities arising from this contract. To that end, the supplier must, at its own expense, take all necessary measures to protect the environment and prevent any form of pollution or nuisance. Furthermore, the supplier must ensure that it has properly trained staff who can take action in the event of an environmental emergency.

The supplier undertakes to save Hydro-Québec harmless against all claims, sanctions, penalties, or notices of offence with regard to environmental protection, resulting from a breach, error, or negligence on the part of the supplier, a subcontractor, or any person for whom the supplier is legally or contractually responsible or accountable.

If the supplier fails to meet its commitment to compensate Hydro-Québec within thirty (30) days following receipt of a written notice to this effect, Hydro-Québec may make a corresponding deduction from any subsequent payment that is due under this contract.

The supplier must notify the Hydro-Québec representative without delay of any environmental incident, non-compliance, or emergency that may occur during performance of the obligations arising from this contract.

The supplier must also comply with the environmental provisions in the special conditions in this contract.

**10 DEFAULT – WITHDRAWAL– TERMINATION**

Hydro-Québec reserves the right to terminate the contract, in whole or in part, at any time, by means of a written notice. The contract will then be considered to have been terminated on the date indicated in the notice of termination.

Hydro-Québec reserves the right to suspend, by written notice, performance of the services covered by the contract, in whole or in part, at any time, according to the terms in the written notice.

The supplier shall then only be entitled to payment, in proportion to the contract price and less amounts it owes Hydro-Québec, for the value of the work performed and materials supplied at the time of the notice of termination, so long as the work performed and materials supplied can be rendered to and used by Hydro-Québec.

The supplier shall remain liable to Hydro-Québec for any loss or damage due to its default.

**GENERAL CONDITIONS – PROFESSIONAL SERVICES OVER \$100,000**

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**11 COST ACCOUNTING AND RIGHT TO AUDIT – CONTRACT DOCUMENTS****11.1 ACCOUNTING PRINCIPLES**

To ensure clear and precise tracking of actual contract costs, the supplier must keep separate records of contract costs in accordance with generally accepted accounting principles and practices.

**11.2 DOCUMENTATION AND RETENTION PERIOD**

The supplier shall retain all books, accounting records, and documents pertaining to the contract, as well as all documents used to prepare the bid, for three (3) years from the date of final acceptance or, failing final acceptance, the date of the last provisional acceptance or the date of full or partial termination of the contract. Notwithstanding the foregoing, in the event of a dispute arising from the contract, whether or not the dispute is before the courts, the supplier must retain all of these documents until such time as a final and binding ruling has been handed down, or until a transaction within the meaning of Section 2631 of the Civil Code of Québec has been made.

In all cases, the retention period will be extended for an additional three (3) years at Hydro-Québec's written request.

**11.3 RIGHT TO CONDUCT AUDITS**

Throughout the term of the contract and during the retention period mentioned in the paragraph DOCUMENTATION AND RETENTION PERIOD, the supplier must provide Hydro-Québec, upon written request, all books, accounting records, and documents pertaining to the contract which Hydro-Québec may require. Hydro-Québec may audit and reproduce all books, records, and documents.

Upon written request, the supplier must ensure that all subcontractors provide Hydro-Québec all books, accounting records, and documents pertaining to the contract which Hydro-Québec may require. Hydro-Québec may audit and reproduce all books, records, and documents.

**11.4 SUBCONTRACTORS**

Without limiting the generality of other provisions of this contract, the supplier must subject all subcontracts to the provisions of the clause COST ACCOUNTING AND RIGHT TO AUDIT – CONTRACT DOCUMENTS.





## **APPENDIX B**

### **SPECIAL CLAUSES**

## Special Clauses

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<sup>1</sup> In this contract, use of the masculine gender for the sake of concision does not imply discrimination and should be understood to include the feminine and the neuter genders and vice versa.

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**1- Changes to specific clauses**

Amendment to clause 2.8 *Language of work and communication* in the General conditions book.

Must be read:

French is the language of work at HYDRO-QUEBEC. However, specifically for this contract, all written and verbal communication relating to the contract may be in French or in English. All documents, including drawings, meeting minutes, and reports submitted by the supplier to HYDRO-QUEBEC may be in French or in English.

**2- Terminology**

For the purposes of this agreement, any reference in the contract documents to the terms «CONSULTANTS» or «SERVICE PROVIDER» shall be deemed to be a reference to the term «Suppliers» as defined in the glossary available at the following address:

[http://www.hydroquebec.com/soumissionnez/doc\\_ref.html](http://www.hydroquebec.com/soumissionnez/doc_ref.html).

Any reference to the term «CLIENT» shall be deemed to be a reference to «HYDRO-QUÉBEC».

**3- Insurances**

The CONSULTANT shall keep in force for the whole duration of the contract all insurance policies that it deems appropriate to cover risks inherent in the performance of the contract. The CONSULTANT shall provide the CLIENT with a list of the policies in force upon request.

**4- Limit of the CONSULTANT's liability**

The CONSULTANT's professional liability toward the CLIENT, or liability for errors and omissions, as the case may be, is limited to the value of the contract, except for any professional for whom applicable legislative or regulatory provisions forbid limitations on professional liability.

**5- Remuneration of the CONSULTANT's**

The cost stipulated in the contract constitutes a maximum cost for all of the services and a firm limit on the CLIENT's commitment.

The CONSULTANT shall be remunerated only for the services directly necessary for the performance of the contract.

The remuneration payable to the CONSULTANT shall be established by multiplying the fixed hourly or daily rate for each staff member by the number of hours or days worked by each of the CONSULTANT's staff members for the performance of the contract.

In calculating the remuneration payable to the CONSULTANT, remuneration shall include only work performed by the CONSULTANT's staff members whose qualifications and negotiated fixed rate have been approved, in writing, by the CLIENT before the start of the work. The calculation of remuneration may also include all activities negotiated at fixed rates or costs per unit.

The fixed rate covers all the costs and profits of the CONSULTANT, except for the reimbursable expenses necessary for and directly related to the performance of the contract.

No overtime premium shall apply to a fixed daily or hourly rate, unless a rate negotiated to cover such overtime has been approved in writing by the CLIENT

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**6- Payment terms – negotiated fixed rate**

The staff members assigned to this contract shall be remunerated according to the following fixed rates:

Hourly Average team rate 175 \$

The CLIENT shall give prior approval, in writing, for any new rate or any new staff member of the CONSULTANT assigned to the team during the execution of the contract.

**7- Reimbursable expenses**

Only necessary expenses directly related to the performance of the contract and arising exclusively therefrom shall be reimbursed to the CONSULTANT. To be reimbursed, an expense must be requested by the CONSULTANT and approved by the CLIENT or prescribed by law.

Such expenses shall be reimbursed to the CONSULTANT upon presentation of supporting documents or according to the amounts indicated in the contract or negotiated between the parties and approved by the CLIENT.

**8- Equipment and tools of the CONSULTANT**

The CONSULTANT declares that he has all tools and material necessary for the performance of the contract and acknowledges that any rental of such tools and equipment is not a reimbursable expense, unless another provision to that effect has been negotiated and recorded in the contract.

**9- Progress report**

A "Progress Report" shall accompany each invoice, if required by the project manager. Such report may be required for the whole of the contract, for each portion of the work or for each work authorization, as the case may be.

Such report shall show the amounts of estimated and actual expenditures in relation to the percentage of the work performed at the date of the report.

**10- Travel time**

Travel time, outside of normal work hours, is paid at straight time and must be approved beforehand by the CLIENT. No overtime pay is awarded for travel time.

**11- Record of time**

The CONSULTANT must present, together with his invoice, a record of time worked by all resources assigned to the contract and whose work, in whole or in part, during the specified period, is invoiced to the CLIENT. The record must indicate the hours or days worked based on the rates stipulated in the contract. The CLIENT reserves the right to require from the CONSULTANT a detailed description of the work performed.

**12- Non-resident withholding tax**

The CLIENT shall deduct federal income tax and provincial income tax on income applicable to sums paid to the CONSULTANT, who is not a Canadian resident, for services rendered in Canada. The CLIENT shall issue income tax forms declaring income subject to taxation, which forms shall be sent to the CONSULTANT and to the Canadian and Quebec tax authorities.

If a written waiver, obtained from Canada Revenue Agency and Revenu Québec to the effect that no income tax deductions is required to be made, is produced by the CONSULTANT before the agreement comes into effect, the CLIENT shall not deduct any amount for income tax purposes. It is the responsibility of the CONSULTANT to take the necessary steps to obtain such a waiver. Upon request from the CONSULTANT, the CLIENT can provide the addresses and telephone numbers of Canada Revenue Agency and Revenu Québec to contact.

**13- Invoicing and payment**

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## Special Clauses

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The CONSULTANT shall submit his or her invoice to the CLIENT for services performed, according to the payment terms stated in the contract.

The invoice shall state separately (a) the reference and purchase order numbers; (b) the fees (lump-sum or fixed-rate); (c) the reimbursable expenses; (d) the CONSULTANT's registration numbers for the goods and services tax (GST) and the Québec sales tax (QST); and (e) the amount of the taxes (GST and QST), if applicable.

The CONSULTANT shall submit invoices with supporting documents by e-mail following the procedure set out in the Notice of Award.

The CLIENT reserves the right to make any required correction or adjustment to calculations and to claim any overpayment from the CONSULTANT or to withhold any such amount from amounts that it may owe the CONSULTANT for any reason whatsoever under the contract, at any time.

The CONSULTANT's final invoice shall be marked as such ("Facture finale"), so as to confirm in writing that the CLIENT has been charged for all costs associated with the contract. The final invoice note shall also apply to each work order or purchase order.

The CLIENT shall issue a cheque to the CONSULTANT for the amount of the invoice, less any amount the CONSULTANT may owe the CLIENT for any reason whatsoever under the contract, thirty (30) days after receipt of the invoice, or forty (40) days after receipt in the case of a final invoice.

No payment made by the CLIENT to the CONSULTANT shall constitute acceptance of the services rendered or recognition that the amount paid is due.

**14- Preparation and delivery of document**

All documents presented to the CLIENT including plans, drawings, specifications, records, reports and statements, must be in a consistent format with the standardized specifications of the CLIENT and more specifically, to comply with directories, standards and guides used by the CLIENT, if indicated in contract. Documents are sealed and signed by a representative of the corporation or the relevant professional order, if applicable.

**15- Replacement of a resource person**

In the event that one of the CONSULTANT's resources is no longer available to perform the work scheduled, the CONSULTANT must present to the CLIENT, within ten (10) working days following the resource's unavailability, a candidate with the same skill level. The CLIENT reserves the right to accept or refuse the new candidate.

The CONSULTANT undertakes to remove any resource assigned by him under this agreement upon receipt of a written notice by the CLIENT to the effect that the CONSULTANT'S resource does not respect the general rules of conduct of the CLIENT'S firm or further to work quality or performance that the CLIENT considers unsatisfactory.

**16- No recruiting or hiring**

Each of the CLIENT and the CONSULTANT agree not to solicit, recruit or hire the resources who represent the other party for the duration of the contract and for a period of six (6) months thereafter, unless they have reached a prior agreement in writing in this regard.

The burden of proving a breach of this paragraph by the CONSULTANT or the subcontractor shall be on the injured party